

5945751

Meridian Title
64E.6400S., #100
Salt Lake, UT 84107

DECLARATION OF BUILDING AND USE RESTRICTION

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned, being the owners of the following described real property located in the City of West Jordan, Salt Lake County, State of Utah, co-wit:

All lots, Pebblewood Estates, Phase 2, and 3 according to the plat thereof, as recorded in the office of the County Recorder of the said County.

Do hereby establish the nature of the use and enjoyment of all lots in said subdivision and so declare that all conveyances of said lots shall be made subject to the following conditions, restrictions and stipulations:

PART B. RESIDENTIAL AREA COVENANTS

- 1. Land Use and Building Type.** No lot shall be used except for residential purpose. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and a private garage and carport for not more than three vehicles. All construction to be of new materials, except that used brick may be used with prior written approval of the Architectural Control Committee.
- 2. Architectural Control.** No building shall be erected, placed, or altered on any lot until the construction plans, external design, specifications, and a plot plan showing the location of the structure to be approved by the Architectural Control Committee. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in Part C.
- 3. Dwelling Cost. Quality and size.** No dwelling shall be permitted on any lot at a cost of less than \$80,000.00 exclusive of lot, based upon the prevailing costs on the date, these covenants are recorded. The intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and substantial materials the same or better than that which can be produced in the date these covenants are recorded, at the minimum cost stated therein for the minimum permitted dwelling size. The main floor area or the main structure exclusive of one-story open porches and garages, shall be not less than required by West Jordan City.
- 4. Nuisances.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No clothes drying or storage of any articles which are unsightly in the opinion of the Architectural Committee will be permitted on lot, unless in enclosed areas designed for such purpose. No automobiles, trailers, trailers, boats, or other vehicles are to be stored on streets or front or side lots unless they are in running condition, properly licensed and are being regularly used.

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5. **Temporary Structures.** No structure of a temporary character, trailer, basement, boat, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently. No mobile or motor homes are permitted to be parked on the street.

6. **Signs.** No signs of any kind shall be displayed to the public view on any lot except on professional sign of not more than two square feet in area, advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

7. **Livestock and Poultry.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that a maximum of 2 dogs, 2 cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose and are restricted to the owners premises or on a leash under handlers control.

8. **Garbage and Refuse Disposal.** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of trash shall be kept in a clean and sanitary condition. Each lot and its abutting street are to be kept free of trash, weeds and other refuse by the lot owner. No unsightly materials or other objects are to be stored on any lot in view of the general public.

9. **Sight Distance at Intersection.** No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property line, and a line connecting them at a point 25 feet from the intersection of the street lines or in case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitation shall apply on a driveway or ally pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

10. **Landscaping .** Trees, lawns, shrubs or other plantings provided by the buyer shall be properly nurtured and maintained or replaced at the property owner's expense upon request of the Architectural Control Committee. All front and side yards must be completed and front and side yards must be fully landscaped within 12 months of purchase of lot. All front yards must have sprinkler system that services all front and side yards.

11. **Slope and Drainage Control.** No structure, planting or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels. The slope control areas of each lot and all improvements in them shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

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PART C. ARCHITECTURAL CONTROL COMMITTEE

1. **Membership.** A majority of lot owners may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members of the committee shall have full authority to select a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then recorded owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties. The Architectural Control Committee is composed of Vern Chitwood, Don Hampton appointed by Developer. Developer shall retain sole right to appoint new members until 90% of all lots are sold.

2. **APPROVAL.** The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative fails to approve or disapprove within 60 days after the plans and specifications have been submitted to it, said plans shall be deemed approved (receipt required and evidence submitted). Buyer will have 24 months to complete construction on home, on said lot from date of purchase.

PART D. GENERAL PROVISIONS.

1. **Terms.** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of forty years from the date these covenants are recorded, after which time, said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

2. **Enforcement.** Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

3. **Severability.** Invalidation of any one of these covenants by judgement or court order shall in no way effect any of the other provisions which shall remain in full force and effect.



Pebblewood II L.C.

By: Sundial Inc.

Managing Member Partner

Joel Kester, President

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STATE OF UTAH)

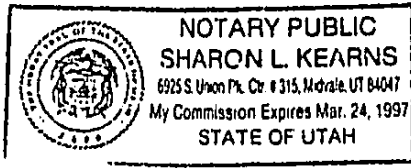
COUNTY OF Salt Lake)

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On the 17th day of October, 1994 personally appeared me Joel Kester, President of Sundial Inc. the Managing Member Partner of Pebblewood II L.C. the signer(s) of the above instrument, who duly acknowledged to me that they executed the same.

Sharon L. Kearns

NOTARY PUBLIC



5945751
10/18/94 11:11 AM 55.00
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
MERIDIAN TITLE
REC BY: B GRAY , DEPUTY - WI

BK 7038Pe 1221